

GERMANTOWN SCHOOL DISTRICT
NOTICE OF BOARD OF EDUCATION MEETING
Rockfield Elementary Cafetorium
N132 W18473 Rockfield Rd.18473 Rockfield Rd.
Germantown, WI 53022

January 28, 2019
7:00 p.m.

AGENDA

- I. Meeting Called to Order and Pledge of Allegiance
 - A. Official Meeting Notification
 - B. Roll Call
- II. Approval of Agenda
- III. Citizen Comments:

Community Members are invited to share their questions, comments, or concerns with the School Board. When speaking, citizens should state their name for the record. The presentation time frame shall be determined by the Board President once an indication of the number of people wishing to speak is made. Wisconsin law authorizes the school board to receive information from members of the public. Where possible, the Board will answer factual questions immediately or may provide a written response if information is not available. If a response would involve discussion of Board Policy or decisions which might be of interest to citizens not present at the meeting, the Board may place the item on a future meeting agenda. **Comments which may be injurious to school district personnel or other individuals will not be allowed.**
- IV. Approval of Minutes
 - A. January 14, 2019 Board of Education
 - B. January 14, 2019 Closed Session
- V. Reports and Information Items
 - A. Donges Bay Road Property Development Update
 - B. Special Education/Pupil Services Update
 - C. 9th Grade Manufacturing Field Trip
 - D. Enrollment Update
- VI. Finance Committee
 - A. Update on items discussed at January 28, 2019 Finance Committee meeting.
- VII. New Business
 - A. Discussion and possible action regarding Donges Bay Road property.
 - B. Discussion and action to approve Open Enrollment seats for 2019-2020.
 - C. Discussion and action to approve additional summer school courses.
 - D. Discussion and action to approve donations.
 - E. Discussion and action to approve Mud Splash facility use and waiver requests.
 - F. Discussion and action to approve district-wide PTA fee waiver request.
 - G. Discussion and action to approve high school Poms overnight travel request.
 - H. Discussion and action to approve high school Cheer overnight travel request.
 - I. Discussion and possible action to approve revised Village of Germantown Intergovernmental Agreement.
- VIII. Closed Session: The Board will entertain a motion to convene in closed session pursuant to Section 19.85(1)(e), (f), and (g) to discuss pending litigation, employee and student issues. The Board may motion to reconvene into open session to take further action, if necessary and appropriate, and/or to entertain a motion to adjourn the meeting.

**GERMANTOWN SCHOOL DISTRICT
GERMANTOWN, WISCONSIN 53022
MINUTES OF THE BOARD OF EDUCATION
January 14, 2019**

1. The meeting of the Board of Education was called to order by Board President Bob Soderberg in the District Offices Board Room at 7:08 p.m. Superintendent Jeff Holmes read the official meeting notification. Roll call: Soderberg – yes, Medved – yes, Loth – yes, Borden – yes, Barney – yes, Spies – yes, Larson - yes.
2. Motion by Larson, second by Barney to approve the agenda. Motion carried.
3. Motion by Larson, second by Spies to approve the December 17, 2018 Board of Education and closed session minutes. Motion carried.
4. Student Representative Avi Bhavsar reported on student activities in the district.
5. Board members were informed that ten Germantown High School students have met the criteria to graduate early at the end of the semester January 24, 2019.
6. Director of Teaching and Learning Brenda O'Brien presented a Professional Development update.
7. Director of Business Ric Ericksen and Board members Tom Barney and Brian Medved, updated the Board on action taken by the Village Board to reconsider plan approval regarding sale of the district-owned property on Donges Bay Road adjacent to Kinderberg Park. Matt Cudney of Veridian Homes will attend the January 28, 2019 Board of Education meeting to discuss the project.
8. PAC Coordinator Heather Pulkowski and Athletic Director Sarah Unertl presented updates on the progress of the Performing Arts Center completion and pool and field house progress and expected occupancy. Open houses for all venues are being planned.
9. Recommendation from Building Committee to eliminate the compromise of fees proposed and move forward with charges of 75% of the fee structure charges for Rec. Dept. programs, with the exception of the Kids Klub program, which should be 50% for the first year, and 75% for the second year and, all other programs, except Kids Klub will be 75%. Motion carried.
10. Building Committee Chair Brian Medved updated the Board on remaining items discussed at the Building Committee meeting including PAC, pool and Field House occupancy delays.
11. Motion by Larson, second by Spies to accept the donation of books valued at approximately \$1,300, received by Rockfield secretary Pam Kescenovitz from a neighbor who is a children's author, to early childhood and kindergarten students at Rockfield; accept the donation of shelving and dump carts valued at \$1,970 from Warehouse Equipment Co. Inc. to Germantown High School's tech ed department; accept the donation of a Hercules Tuff charging station and Luxor tablet charging station valued at a total of \$524, to MacArthur Elementary from the MacArthur PTA; and accept the donation of two boxes of LCD screen cleaning wipes (value undetermined) from Christopher Luccas of Connected Technology Solutions to the school district. Motion carried.

12. Motion by Larson, second by Spies to approve the resignation of Buffi Wargolet from her 1.0 FTE regular contract and Catilyn Gunzel from her .9 FTE part-time contract effective January 24, 2019, and approve the .3 FTE part-time contract for Jill Lehnert at \$10,800; the .8 FTE part-time contract for Buffi Wargolet at \$28,889; and the 1.0 FTE limited term contract for Caitlyn Gunzel at \$26,944. Motion carried.
13. Motion by Spies, second by Barney to approve the 2019-2020 school year calendar. Motion carried.
14. Motion by Spies, second by Medved to approve all courses, dates, times, and locations for summer school 2019. Motion carried.
15. Motion by Barney, second by Spies to approve extending the administrative contract for County Line Principal Andrew Eisenbach, until June 30, 2020 with provisions consistent within the current contract, and salary determinations to be made later for the 2018-2019 and 2019-2020 school years. Motion carried.
16. Motion by Larson, second by Spies to adjourn. Motion carried.
17. Board President Soderberg declared the meeting adjourned at 8:03 p.m. The Board entered into closed session at 8:06 p.m. and did not return to open session, adjourning at 8:22 p.m.

Jayne Borst
Recording Secretary

Lester Spies
School Board Clerk

GERMANTOWN SCHOOL DISTRICT

TO:	Board of Education	TOPIC:	9 th Grade Manufacturing Field Trip
FROM:	Rick Grothaus	BOARD MEETING:	January 28, 2019
DATE:	January 18, 2019	AGENDA ITEM:	V.C.

The first annual 9th Grade Manufacturing Field Trip is scheduled for February 20, 2019. As part of our Academic and Career Planning work, and in conjunction with our District Initiative, we have planned to take all 9th grade students to visit two different local manufacturers to learn about the world of work and more specifically how the things we use every day are made in manufacturing.

About 16 different manufacturers have agreed to host the student tours. Please see the attached memo that was sent to participating businesses outlining directions for the field trip.

February 20 is ACT testing day for all juniors. Freshman, sophomores, and seniors have not attended school on that day in the past, so this field trip will not interfere with a day of classes. The goal is to make this trip an annual event in helping students develop a career identity as they look to their future after high school.

RECOMMENDATION: Information only

January 18, 2019

To: All Manufacturing Tour Partners
Fr: Rick Grothaus, Director of Educational Systems, Germantown School District
Re: 9th Grade Field Trip Details

Thank you again for being willing to host our 9th Grade students to learn about the business world of manufacturing. Following are the learning goals and suggested agenda. I will be prepping the students and teachers for the tours. Groups will be 15-18 students with two teachers. Please remember that this experience will be the first exposure almost all the students will have to manufacturing.

Our schedule for the students will be as follows:

7:20 Students arrive at school
7:40 Student orientation for the trip and how it fits into our District Initiative
9:00 Load buses
9:30-11:00 First tour at manufacturers
Lunch
12:30-2:00 Second tour at manufacturers
2:25 Dismissal from High School – end of school day

Purpose of the Field Trip

This first annual manufacturing field trip is an important launch in our work to better prepare students to make good post-high school choices as they begin to shape possible career path options for themselves. We wanted to expose all Germantown students to the area of manufacturing so they can gain an awareness and appreciation for how the things people use in life are made and so they can begin to see all the different jobs associated with running a successful business.

Germantown has such a strong, supportive, and forward thinking manufacturing community, of which your business is an important part. Partnering together in this fashion will not only help our community's children begin to form a personal vision of career possibilities, it also can benefit you in helping students and their families learn of all the excellent job opportunities associated with manufacturing and possibly strengthening the retention of some of our best students in the community and in the jobs you need filled.

Field Trip Learning Goals

Our District Initiative is: “Building a foundation for SUCCESS within every child.” We want all students to grow in what the community has told us are at the core of what they want their children to learn. We’ve coined these life-skills the Essential Success Factors. They are:

1. Know THEMSELVES
2. Know HOW to learn
3. Know how to COLLABORATE
4. Manage their MINDSET

Besides developing these Essential Success Factors - what are at the heart of what it takes to be successful in anything they choose to do in life – we also want our students to develop a career identity (a sense of where their talents and interests might fit in the world of work), and a post-high school plan. This field trip is an important piece in giving kids the opportunity to learn about the world of work they will enter as adults.

Specifically for this trip, we want the students to learn the following:

- Gain an awareness of how the things we use in life are made through manufacturing.
- Learn about all the different jobs associated with running a manufacturing business.
- Learn what kinds of skills and training are important to being successful in all the different types of jobs in a manufacturing business.
- Learn what kinds of dispositions are important for success in the world of work.

Field Trip Agenda

Following is a suggested agenda for your presentations and tours with your student groups. Feel free to adapt to meet your needs. First I offer a couple of tips to increase student engagement and learning.

1. Speak in very simple, lay person language. This will be the first exposure to manufacturing and the business world for the vast majority of students.
2. Break your presentation down into the sections outlined below. Let the teachers facilitate student discussion and questions between each section. Kids lose attention fast if they don’t have a chance to talk about what they are hearing.
3. Be very clear about what you manufacture, how it is used, and by whom. If you make tools or parts that other businesses use to make their products, talk about how that all works so they understand what they are seeing in your shop. They need to understand what you produce up front so they can connect everything else you will be sharing and showing to the end product you make.
4. When you walk the kids around to tour your facilities, make sure you stop and gather them all together before you start talking. If you begin talking before they are all gathered and can hear and see what you are talking about, you will lose them. The teachers can help manage the transitions.

Possible/Suggested Tour Agenda

Section 1 – Nature of your business

10 min

- What kind of manufacturing business are you in?
- What does your company produce?
- When and how did the business start? What was the motivation? What did it take?
- Who are your customers?
- How are your products used? For what purposes?
- How do your products enhance the lives of people in general?

Section 2 – How work has and will change

7 min

- How has your business changed over time?
- How has technology impacted your business?
- What changes do you see coming in the future?
- What are your biggest challenges moving forward?

Section 3 – Jobs and skills in the company

15 min

- Besides production, what are all the various jobs people do that are needed to make your business function successfully?
- What kind of work do your employees who make your products do?
- What kind of skills and training do all the various job roles need in order to be hired? What kind of training do you give them?

Section 4 – Dispositions for success in the world of work

7 min

- What do you look for in hiring a new employee?
- What kind of dispositions do you look for and expect in your employees?

Section 5 – Tour the business

35 min

- Make sure to stop, gather students close, and wait for teacher to focus their attention before talking along the tour.

Section 6 – Regather for closing

10 min

- Regather so students can process, ask any last questions, and record their observations.
- What do you see are the top three things that a person could develop in themselves that would make them successful in the world of work?
- Provide a closing plug for your business and manufacturing as a potential career choice.

ENROLLMENT 2018-19 (Revised 1/22/19)									
AMY BELLE (101)	K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	TOTAL	Staff	
2016-17	66	64	80	64	81	70	425	19	
	22/22/22 3	21/21/22 3	20/20/20/20 4	21/21/22 3	27/27/27 3	23/23/24 3			
2017-18	46	68	65	85	66	79	409	20	
	15/15/16 3	22/23/23 3	21/22/22 3	21/21/21/22 4	21/22/23 3	26/26/27 4			
2018-19	61	54	74	65	85	66	405	20	
	20/20/21 3	17/18/18 3	18/18/18/19 4	21/22/22 3	21/21/21/22 4	22/22/23 3			
COUNTY LINE (102)	K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	TOTAL	Staff	
2016-17	78	68	85	76	70	97	474	22	
	20/19/20/19 4	*22/23/23 3	21/21/21/22 4	19/19/19/19 4	23/23/24 3	24/24/24/25 4			
2017-18	62	83	71	90	76	71	453	20	
	19/21/22 3	20/21/21/21 4	23/24/24 3	22/22/23/23 4	25/25/26 3	23/24/24 3			
2018-19	64	67	85	80	89	77	462	21	
	21/21/21 3	23/23/22 3	21/21/21/22 4	21/20/20/20 4	22/22/22/23 4	25/26/26 3			
MAC ARTHUR (103)	K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	TOTAL	Staff	
2016-17	41	62	65	54	70	73	365	17	
	21/20 2	21/20/23 3	22/22/21 3	17/18/19 3	23/24/23 3	24/24/25 3			
2017-18	64	41	67	68	56	68	364	17	
	20/21/23 3	21/20 2	22/22/23 3	23/22/23 3	19/19/18 3	21/23/24 3			
2018-19	69	67	50	70	71	59	386	19	
	17/17/17/16 4	22/22/22 3	16/16/17 3	23/23/24 3	23/24/24 3	20/20/20 3			
ROCKFIELD (104)	K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	TOTAL	Incl. EC	
2016-17	58	44	58	46	68	54	328	328	
	19/19/20 3	22/22 2	19/19/20 3	23/23 2	22/23/23 3	27/27 2	15	15.0	
2017-18	55	65	46	58	52	71	347	347	
	19/18/18 3	21/22/22 3	23/23 2	19/19/20 3	26/26 2	23/24/24 3	16	16.0	
2018-19	56	60	61	45	59	50	331	331	
	19/19/19 3	19/20/20 3	20/21/21 3	22/23 2	20/20/20 3	25/25 2	16	16.0	
Totals by Grade	EC	K	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	TOTAL	EC
2016-17	27	243	238	288	240	289	294	1592	1619
2017-18	21	227	257	249	301	250	289	1573	1594
2018-19	24	250	248	270	260	304	252	1584	1608
Springsted Projections		232	248	254	262	272	277	1545	

SCHOOL (301)	Grade 6	Grade 7	Grade 8	TOTAL	GHS (401)	Grade 9	Grade 10	Grade 11	Grade 12	TOTAL
2016-17	311	268	324	903	2016 - 17					
	12	11	12	35		332	342	339	356	1369
	25.9	24.4	27.0							
2017-18	304	318	277	899	2017 - 18	357	328	342	329	1356
	12	11	12	35						
	25.3	28.9	23.1							
2018-19	301	312	325	938	2018 - 19	308	350	327	341	1326
	12	11	12	35						
	25.1	28.4	27.1							
Springsted Projections	295	306	309	910		329	388	343	401	1461

DISTRICT ENROLLMENT TOTALS	
2012 - 13 DISTRICT ENROLLMENT TOTAL	3976
2013 - 14 DISTRICT ENROLLMENT TOTAL	3901
2014 - 15 DISTRICT ENROLLMENT TOTAL	3920
2015 - 16 DISTRICT ENROLLMENT TOTAL	3866
2016 - 17 DISTRICT ENROLLMENT TOTAL	3864
2017 - 18 District Enrollment Total	3828
2018 - 19 District Enrollment Total	3848

ECH	
AB	6
CL	3
Mac	2
RK	8
In G'town Schools	19
Options	5
TOTAL	24
Pending	8

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education **TOPIC:** Donges Bay Road Property
FROM: Ric Ericksen **BOARD MEETING:** January 28, 2019
DATE: January 22, 2019 **AGENDA ITEM:** VII.A.

Recommendation to the Board of Education:

Pending discussions. However, administration generally supports the request.

Background/Attachment(s):

At the January 7, 2019 Village Board meeting, the Trustees voted to send the approval of R6 zoning for the Donges Bay property back to the Plan Commission for reconsideration.

As a result, Veridan is requesting a “due diligence” extension. The extension being requested is to change it from February 8, 2019 to February 8, 2020.

Mr. Matt Cudney, Veridian Homes, will be present tonight to explain the request and answer other questions the board may have.

January 17 Email from Mr. Cudney

Ric—

As we discussed briefly after the Germantown Village Board meeting last week, attached is the proposed amendment to extend our Governmental Approvals deadline. We are willing to waive our Due Diligence Contingency when that deadline comes due in February.

We are still interested in doing something on the property and we've invested a significant amount of money to date. It is very frustrating to have received our approval in December and complete significant work on the final engineering just to have that approval snatched away from us in January. We would like to review our approach and other options to maximize the potential of this property but it will take time. This amendment gives us an outside date because I don't want to make multiple extension requests of the School District. We would like to get our neighborhood approved as soon as possible but considering the politics evident at the Village Board meeting, I need to be cautious and take the time necessary.

Attachment(s):

WB-40 Amendment and extract from original Offer to Purchase that covers this clause.

WB-40 AMENDMENT TO OFFER TO PURCHASE

**Caution: Use A WB-40 Amendment If Both Parties Will Be Agreeing To Modify The Terms Of The Offer.
Use A WB-41 Notice If A Party Is Giving A Notice Which Does Not Require The Other Party's Agreement.**

1 Buyer and Seller agree to amend the Offer dated March 1, 2018, and accepted March 1, 2018, for
2 the purchase and sale of real estate at 15.38 acres located in the City of Germantown, Washington
3 County, WI, Parcel ID #263988 as follows:
4 ☐ Closing date is changed from , to
5 ☐ Purchase price is changed from \$ to \$
6 ☐ Occupancy date is changed from , to
7 ☐ Occupancy charge is changed from \$ to \$
8 ☒ Other: The deadline for the Governmental Approval Contingency in paragraph 2(a)(ii) of Exhibit "B" to
9 the Offer shall be extended to February 8, 2020. Capitalized terms not otherwise defined herein shall be as
10 defined as in the Offer.
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23 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

24 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the
25 Party offering the Amendment on or before January 29, 2019 (Time is of the Essence).

26 Delivery of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless
27 Otherwise provided in this Amendment.

28 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**
29 **delivery as provided at lines 24-27.**

30 This Amendment was drafted by
31 Licensee and Firm ▲ on Date ▲

32 This Amendment was delivered by
33 Licensee and Firm ▲ on Date ▲

34 This Amendment was presented by
35 Licensee and Firm ▲ on Date ▲

36 (x)
37 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
38 Print name ► VH Acquisitions, LLC Print name ► Germantown School District

39 (x)
40 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲
41 Print name ► Print name ►

42 This Amendment was rejected by
43 Party Name ▲ on Date ▲

GERMANTOWN SCHOOL DISTRICT

TO: Board Members **TOPIC:** Open Enrollment 2019-2020
FROM: Jeff Holmes **MEETING:** January 28, 2019
DATE: January 24, 2019 **AGENDA ITEM:** VII.B.

Open enrollment space calculations in the district, in accordance with the Board approved NEOLA Policy 5113 (Open Enrollment Program), is based on and calculated via the following:

- Current enrollment cast forward to 2019-20.
- Projected enrollment (growth) based on averages of past years growth and Springsted projections.
- Enrollment counts include current (guaranteed) open enrollment students, Chapter 220 students, and non-resident tuition waiver students already in the district.
- The current number of K-12 teaching staff.
- K-12 district-wide building capacity.
- Board Classroom Enrollment Guide desirable guidelines.

The 2019-2020 Open Enrollment Worksheet attached was prepared and calculated using the Department of Public Instruction's Open Enrollment Space Determinations tools. The enrollment numbers shown are this year's current enrollment rolled forward with current sections and, with emphasis, no addition of new sections or teaching staff. The district enrollment report was prepared by Director of Pupil Services Mike Nowak and is current as of January 22, 2019.

Director of Pupil Services Todd Lamb has provided special education caseload information indicating that special education caseloads are at maximum. No new special education seats are being recommended which was confirmed by the Department of Pupil Services.

The administration, after review of current student enrollment, 2nd Friday in January pupil counts, and the open enrollment worksheet calculations, is recommending offering the following regular education-only seats for 2019-2020 as follows:

SCHOOL	GRADE	SEATS
Amy Belle Elementary	Grade 4	1 seat
	Grade 5	3 seats
County Line Elementary	Grade 4	8 seats
MacArthur Elementary	Grade 3	2 seats
Rockfield Elementary	Grade 5	7 seats
Kennedy Middle School	Grade 8	12 seats
		33 TOTAL

Siblings of current open enrollment students that apply will not be guaranteed but will be given first priority for 2019-2020 open seats offered.

RECOMMENDATION: Approve 33 new open enrollment seats for the 2019-2020 school year as presented.

OPEN ENROLLMENT WORKSHEET
2019 2020

AMY BELLE ELEMENTARY SCHOOL (3-TRACK BUILDING)						
	2018-2019 Enrollment Rolled Forward (kgtn estimate)	Recommended Class Size Criterion/Policy	2018-2019 Sections Rolled Forward	Maximum Capacity	Projected Enrollment 2019-2020 (5% increase)	Spaces Available
K	61	18	3	54	64	0
1	61	18	3	54	64	0
2	54	18	3	54	57	0
3	74	18	4	72	78	0
4	65	23	3	69	68	1
5	85	23	4	92	89	3

County Line Elementary School (4-Track Building)						
	2018-2019 Enrollment Rolled Forward (kgtn estimate)	Recommended Class Size Criterion/Policy	2018-2019 Sections Rolled Forward	Maximum Capacity	Projected Enrollment 2019-2020 (5% increase)	Spaces Available
K	64	18	3	54	67	0
1	64	18	3	54	67	0
2	67	18	3	54	70	0
3	85	18	4	72	89	0
4	80	23	4	92	84	8
5	89	23	4	92	93	0

MacArthur Elementary School (3-Track Building)						
	2018-2019 Enrollment Rolled Forward (kgtn estimate)	Recommended Class Size Criterion/Policy	2018-2019 Sections Rolled Forward	Maximum Capacity	Projected Enrollment 2019-2020 (5% increase)	Spaces Available
K	69	18	3	54	72	0
1	69	18	4	72	72	0
2	67	18	3	54	70	0
3	50	18	3	54	53	2
4	70	23	3	69	74	0
5	71	23	3	69	75	0

**OPEN ENROLLMENT WORKSHEET
2019 2020**

Rockfield Elementary School (2-Track Building)						
	2018-2019 Enrollment Rolled Forward (kgtn estimate)	Class Size Criterion/Policy	2018-2019 Sections Rolled Forward	Maximum Capacity	Projected Enrollment 2019-2020 (5% increase)	Spaces Available
K	56	18	3	54	59	0
1	56	18	3	54	59	0
2	60	18	3	54	63	0
3	61	18	3	54	64	0
4	45	23	2	46	47	0
5	59	23	3	69	62	7

KENNEDY MIDDLE SCHOOL						
Grade	2018-2019 Enrollment Rolled Forward	Classroom (House) Criteria/Policy	Sections	Maximum Capacity	Projected Enrollment 2019-2020 (5% increase)	Spaces Available
6	252	85	3	255	265	0
7	301	85	3	255	316	0
8	312	85	4	340	328	12

GERMANTOWN HIGH SCHOOL						
Grade	2018-2019 Enrollment Rolled Forward	Classroom Criteria/Policy	Sections	Maximum Capacity	Projected Enrollment 2019-2020 (5% increase)	Spaces Available
9	325	21	14	294	341	0
10	308	21	14	294	323	0
11	350	21	14	294	368	0
12	327	21	14	294	343	0



Book	Policy Manual
Section	5000 Students
Title	OPEN ENROLLMENT PROGRAM (Inter-District)
Code	po5113
Status	Active
Adopted	August 22, 2011
Last Revised	December 21, 2015

5113 - **OPEN ENROLLMENT PROGRAM (Inter-District)**

The School District ("District") will participate in the Wisconsin Public School Open Enrollment Program in accordance with applicable law and the relevant policies and rules of the District, all as amended from time-to-time.

DEFINITIONS

The following definitions will apply to the District's Open Enrollment Program.

A. Non-Resident District

A school district located in Wisconsin which is not a student's district of residence.

B. Non-Resident Student

A student who is a legal resident or otherwise legally entitled to attend school in another school district in Wisconsin and who seeks admission to this District under the Open Enrollment Program.

C. Tuition Student

A non-resident student who is a resident of the State of Wisconsin and who pays tuition in accordance with State law.

D. Full-Time Enrollment

A student is enrolled for the entire school day and receives all of his/her required education in this District.

E. Class Size

The District's determination of the maximum number of students who can be accommodated properly in a particular classroom without jeopardizing the quality of the instructional program and mitigating circumstances for a particular school, class, or program, including enrollment projections established by the District Administrator.

F. Program Size

The enrollment or size restrictions in a specific program within a class or building. The District reserves the exclusive right to establish program size and to limit enrollment based upon the capability to properly allocate available resources, create and maintain a proper learning environment, and comply with contracts, grants, and applicable laws and regulations.

G. Resident Student

A student who is a legal resident of this District and is consequently entitled to attend school in this District in accordance with Policy 5111 - Eligibility of Resident/Non-resident Students.

FULL TIME OPEN ENROLLMENT

A. Procedures for Processing of Open Enrollment Applications

Prior to accepting any open enrollment applicants, the District will accept or reject all timely applications made under the Chapter 220 program.

If, after making all Chapter 220 decisions, space is still available, the District will accept open enrollment students.

If there are more applications than spaces, the Board will fill the available spaces by random selection, provided that first priority will be given to non-resident students already attending District schools and their siblings.

If the District determines that space is not otherwise available for open enrollment students in the grade or program to which an individual has applied, the District may nevertheless accept a student or the sibling of a student who is already attending in the District.

The District will establish a numbered waiting list of all applicants for available spaces. When all available slots have been filled by randomly selecting names from all applicants, the remaining names will be placed on the waiting list in order of selection.

B. Decisional Criteria for Non-resident Applications

Decisions on non-resident open enrollment applications will be based only on the following criteria:

1. The availability of space in the schools, programs, classes, or grades within the District. The School Board shall determine during a regular meeting each January the number of regular education and special education spaces available. In determining the amount of space available, the District will count resident students, students attending the District for whom tuition is paid under 121.78(1)(a), Wis. Stats., and may include in its counted occupied spaces students and siblings of students who have applied under Section 118.51(3)(a) or 118.51(3m)(a) and are already attending public school in the District.

Other factors the District Administrator may consider in determining the availability of space include:

- a. District practices, policies, procedures or other factors regarding class size ranges for particular programs or classes.
- b. District practices, policies, procedures or other factors regarding faculty-student ratio ranges for particular programs, classes or buildings.
- c. Enrollment projections for the schools of the District which include, but are not limited to, the following factors: the likely short and long-term economic development in the community, projected student transfers in and out of the District, preference requirements for siblings of non-resident open enrollment students, the required length of K-12 attendance opportunities for Chapter 220 and open enrollment students and current and future space needs for special programs, laboratories (e.g. in technology or foreign languages) or similar District educational initiatives.
- d. The number of non-resident students currently attending the schools of the District for whom tuition is paid by another district under Section 121.78(1)(a), Wis. Stats.
- e. The number of resident home schooled or private school students likely to attend the schools of the District in accordance with Section 118.415, Wis. Stats.

The District Administrator will report to the School board each year prior to the start of the open enrollment application period, space available for the next school year in the schools, programs, classes and grades of the District for Chapter 220 and Open Enrollment students after reviewing the Second Friday in January count.

2. Whether an applicant for a pre-kindergarten, four (4) year old kindergarten, early childhood or school operated day care program resides in a district which offers the program for which application is made.
3. Whether the non-resident student has been expelled from any school district within the current school year or the two (2) preceding school years, or is pending any disciplinary proceeding, based on any of the following activities:

- a. Conveying or causing to be conveyed any threat or false information concerning an attempt or alleged attempt being made or to be made to destroy school property by means of explosives.
- b. Engaging in conduct while at school or under school supervision that endangered the health, safety or property of others.
- c. Engaging in conduct while not at school or while not under the supervision of a school authority that endangered the health, safety, or property of others at school or under the supervision of a school authority or of any school employee or Board member.
- d. Possessing a dangerous weapon (as defined in Section 939.22(10), Wis. Stats.) while on school property or under school supervision.

Notwithstanding the Board's acceptance of a non-resident student's application, the Board may withdraw acceptance if, prior to the beginning of the first school year in which the non-resident student will attend a school in the District, s/he is determined to fall under paragraph B. 3.

The Board may request a copy of a non-resident student's disciplinary records from the resident School Board.

The resident Board shall provide to the nonresident Board a copy of any expulsion order or findings, a copy of any pending disciplinary proceedings, a written explanation of said proceeding, the length of the expulsion or possible outcomes of a pending proceeding, and/or such records as permitted by law.

- 4. Whether the special education program or related services described in the non-resident student's individualized education program ("IEP") are available in the District. Funding for the education of students with disabilities will be made to the non- resident school district by the Department of Public Instruction in accordance with State law.
- 5. Whether there is space available in the District to provide the special education or related services identified in the non-resident student's IEP, after consideration of class size limits, student- teacher ratios, and enrollment projections.
- 6. Whether the non-resident student has been referred to his or her resident Board under 115.777(1) Wis. Stats. or identified by his or her resident school board under 115.77(1m)(a) Wis. Stats. , but not yet evaluated by an individualized education program team.
- 7. If the Board has made a determination that a non-resident student attending the District under the open enrollment program is habitually truant from the District during either semester of the current school year, the Board may prohibit the student from attending in the succeeding semester or school year.

C. Reapplication Procedures

The Board will not require accepted non-resident students to reapply under the open enrollment policy when the non-resident student enters high school. A non-resident student may be required to reapply only once.

D. Transportation

The parents or guardians of a student attending a non-resident school district will be solely responsible for providing transportation to and from the school site, if space is available, or to a scheduled in-District bus stop, unless the non-resident student is a special education student and transportation is required by his/her IEP.

The Board will not permit a neighboring District to bus resident students from within its boundaries for attendance at the non-resident neighboring District. The District Administrator shall develop procedures for implementing this provision.

ALTERNATIVE APPLICATION PROCEDURES

The parent of a non-resident student who wishes to attend a school in the District may apply at any time throughout the year by submitting an application under the alternative application procedure if the student satisfies at least one of the statutory criteria and has not applied to more than three (3) non-resident school districts. Applications for open enrollment under the alternative application procedures for enrollment in 2015-2016 school year will be evaluated based on the District's policy and Administrative Guidelines in place prior to July 1, 2015, which may be accessed here. (See AG 5113 and AG 5113B – Open Enrollment for Students with Disabilities.

ANNUAL REVIEW

The Board shall review its Open Enrollment Program annually.

General Provisions

- A. A student, who has been accepted under this program, who has not met the academic prerequisites for participation in a particular program in which the student wishes to enroll shall not be placed in that program.
- B. The District's Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity shall apply to all applicants under this program. In addition, the District will not discriminate on the basis of an applicant's intellectual, academic, artistic, athletic, or other ability, talent, or accomplishment, or based on a mental or physical disability, except as provided for in the statute authorizing this program.
- C. The District Administrator shall be responsible for developing and promulgating administrative guidelines to implement this policy. (See accompanying pages.) Such guidelines shall address at least the following matters:
 - 1. participation in interscholastic athletics
 - 2. District transportation services
 - 3. transfer of academic credit
 - 4. assignment within the District
 - 5. payment of fees and other charges

Revised 1/12/15

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Legal 118.51, Wis. Stats.
 Wis. Admin. Code. Ch. P.I. 36

ENROLLMENT 2018-19 (Revised 1/22/19)									
AMY BELLE (101)	K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	TOTAL	Staff	
2016-17	66	64	80	64	81	70	425	19	
	22/22/22 3	21/21/22 3	20/20/20/20 4	21/21/22 3	27/27/27 3	23/23/24 3			
2017-18	46	68	65	85	66	79	409	20	
	15/15/16 3	22/23/23 3	21/22/22 3	21/21/21/22 4	21/22/23 3	26/26/27 4			
2018-19	61	54	74	65	85	66	405	20	
	20/20/21 3	17/18/18 3	18/18/18/19 4	21/22/22 3	21/21/21/22 4	22/22/23 3			
COUNTY LINE (102)	K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	TOTAL	Staff	
2016-17	78	68	85	76	70	97	474	22	
	20/19/20/19 4	*22/23/23 3	21/21/21/22 4	19/19/19/19 4	23/23/24 3	24/24/24/25 4			
2017-18	62	83	71	90	76	71	453	20	
	19/21/22 3	20/21/21/21 4	23/24/24 3	22/22/23/23 4	25/25/26 3	23/24/24 3			
2018-19	64	67	85	80	89	77	462	21	
	21/21/21 3	23/23/22 3	21/21/21/22 4	21/20/20/20 4	22/22/22/23 4	25/26/26 3			
MAC ARTHUR (103)	K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	TOTAL	Staff	
2016-17	41	62	65	54	70	73	365	17	
	21/20 2	21/20/23 3	22/22/21 3	17/18/19 3	23/24/23 3	24/24/25 3			
2017-18	64	41	67	68	56	68	364	17	
	20/21/23 3	21/20 2	22/22/23 3	23/22/23 3	19/19/18 3	21/23/24 3			
2018-19	69	67	50	70	71	59	386	19	
	17/17/17/16 4	22/22/22 3	16/16/17 3	23/23/24 3	23/24/24 3	20/20/20 3			
ROCKFIELD (104)	K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	TOTAL	Incl. EC	
2016-17	58	44	58	46	68	54	328	328	
	19/19/20 3	22/22 2	19/19/20 3	23/23 2	22/23/23 3	27/27 2			
2017-18	55	65	46	58	52	71	347	347	
	19/18/18 3	21/22/22 3	23/23 2	19/19/20 3	26/26 2	23/24/24 3			
2018-19	56	60	61	45	59	50	331	331	
	19/19/19 3	19/20/20 3	20/21/21 3	22/23 2	20/20/20 3	25/25 2			
Totals by Grade	EC	K	GRADE 1	GRADE 2	GRADE 3	GRADE 4	GRADE 5	TOTAL	EC
2016-17	27	243	238	288	240	289	294	1592	1619
2017-18	21	227	257	249	301	250	289	1573	1594
2018-19	24	250	248	270	260	304	252	1584	1608
Springsted Projections		232	248	254	262	272	277	1545	

SCHOOL (301)	Grade 6	Grade 7	Grade 8	TOTAL	GHS (401)	Grade 9	Grade 10	Grade 11	Grade 12	TOTAL
2016-17	311	268	324	903	2016 - 17					
	12	11	12	35		332	342	339	356	1369
	25.9	24.4	27.0							
2017-18	304	318	277	899	2017 - 18	357	328	342	329	1356
	12	11	12	35						
	25.3	28.9	23.1							
2018-19	301	312	325	938	2018 - 19	308	350	327	341	1326
	12	11	12	35						
	25.1	28.4	27.1							
Springsted Projections	295	306	309	910		329	388	343	401	1461

DISTRICT ENROLLMENT TOTALS	
2012 - 13 DISTRICT ENROLLMENT TOTAL	3976
2013 - 14 DISTRICT ENROLLMENT TOTAL	3901
2014 - 15 DISTRICT ENROLLMENT TOTAL	3920
2015 - 16 DISTRICT ENROLLMENT TOTAL	3866
2016 - 17 DISTRICT ENROLLMENT TOTAL	3864
2017 - 18 District Enrollment Total	3828
2018 - 19 District Enrollment Total	3848

ECH	
AB	6
CL	3
Mac	2
RK	8
In G'town Schools	19
Options	5
TOTAL	24
Pending	8

REGULAR CLASSROOM ENROLLMENT PLANNING GUIDE

Each building will receive an annual regular classroom staffing allocation according to the following tables, provided that appropriate space and financial resources are available.

GRADES K-5Classroom Size Ranges:

Kindergarten/Primary (Grades 1-3)

15 - 21 students per class

Intermediate (Grades 4-5)

20 - 26 students per class

KINDERGARTEN (HALF-DAY)			FIRST GRADE		
A. # of students	B. Consideration (ave. 21+ - 22)	C. # of teachers	A. # of students	B. Consideration (ave. 21+ - 23)	C. # of teachers
30-42	43-45	1	30-42	43-46	2
46-63	64-66	1.5	47-63	64-69	3
67-84	85-88	2	70-84	85-92	4
89-100	101+	2.5	93-105	106-115	5
SECOND GRADE			THIRD GRADE		
A. # of students	B. Consideration (ave. 21+ - 23)	C. # of teachers	A. # of students	B. Consideration (ave. 21+ - 23)	C. # of teachers
30-42	43-46	2	30-42	43-46	2
47-63	64-69	3	47-63	64-69	3
70-84	85-92	4	70-84	85-92	4
93-105	106-115	5	93-105	106-115	5
FOURTH GRADE			FIFTH GRADE		
A. # of students	B. Consideration (ave. 26+ - 28)	C. # of teachers	A. # of students	B. Consideration (ave. 26+ - 28)	C. # of teachers
40-52	53-56	2	40-52	53-56	2
57-78	79-82	3	57-78	79-82	3
83-104	105+	4	83-104	105+	4

Additional Elementary
Staffing Requests:

Building Leadership Teams may request to increase their staffing allocation (Column C) provided that their school's student achievement and behavioral data supports the request. Such requests shall follow the Evaluation Criteria for Site Initiatives as outlined in Policy Rule 340.2-R, along with a summary of all options considered by the site, and shall be submitted to the School Board for consideration of approval.

Elementary Building/
Classroom Aides

1. One (1) hour per day of classroom aide time shall be allocated for each 50 students (or fraction thereof.)
2. Additional aide time may be requested pursuant to the Evaluation Criteria for Site initiatives as outlined in Policy Rule 340.2-R, and shall be submitted to the School Board for consideration of approval.

The following timeline for determining building staff allocations shall be followed:

APRIL 1:

Building Leadership Teams shall collect and analyze current enrollment data and prepare next-year staffing projections by advancing current enrollment and considering new Kindergarten registrations. Building Leadership Teams shall analyze student achievement data to determine appropriate use of their projected staffing allocation and prepare a Staffing Usage Plan.

MAY 1:

Each Building Leadership Team shall present their staffing plan to the Director of Human Resources. The staffing plan shall align itself with the individual School Improvement Plan.

MAY 21:

Staffing plans are presented to the Board of Education for all appropriate action and/or consideration.

The administrative staff will use two points in time during the month of August to re-analyze class size, in accordance with Board Policy 343.1 and Rule 343.1-R. The building staff and administrative staff may redistribute students to reduce class size or divide a class if necessary, if space and fiscal conditions permit. The dates are:

Two Weeks
prior to the
School Start Date

Check point date to analyze class size at the elementary schools. The Director of Human Resources, in consultation with building and central administration, shall update projected enrollments.

One Week Prior to
School Start Date

Class divisions/staff distributions identified according to Board Policy will be finalized. The building principal shall notify the Building Leadership Team and the Superintendent of all necessary adjustments.

1. Parents of students in large class size situations may be contacted to determine whether they are interested in transferring to a different school, with transportation paid for by the District per State Statute 121.545.
2. Additional staffing may be temporarily assigned if a large class size, as identified by Board Policy and this Rule, cannot be reduced by voluntary redistribution or division, according to Board Policy.
3. Building Leadership Teams shall be encouraged to consider other options, including, but not limited to, team teaching, multi-age groupings, part-time staff assignments, flexible scheduling, acceleration/retention, etc.

THIRD FRIDAY
OF SEPTEMBER

All temporary staffing decisions made prior to the school start date will be re-evaluated after after the third Friday in September pupil count date. The Board of Education shall consider for approval any permanent changes to a staffing plan.

GRADES 6-8

GRADES 6-8
(House Concept)
 Based on an average four-
 teacher team

85 - 100 Students
 101 - 125 Students

Reasonable House Size
 Explore adding staff

<u>DEPARTMENT</u>	<u>ENROLLMENT</u>	<u>ALTERNATIVE ACTION</u>
Art	24 Students 25-30 Students 31-35 Students 14 Students	Reasonable class size (18-24 students) Examine grouping, redistributing students Examine dividing the class ●● Possible class cancellation
Family and Consumer Education	20 Students 21-29 Students 30 Students 14 Students	Reasonable class size (15-20 students) Examine grouping, redistributing students Examine dividing the class ●● Possible class cancellation
Foreign Language	25 Students 26-30 Students 31 Students 14 Students	Reasonable class size (18-25) students) Examine grouping, redistributing students Examine dividing the class ●● Possible class cancellation
Music		
Band/Chorus	15 Students to unlimited number 14 Students	●● Possible class cancellation
Physical Education and Health	25 Students 26-34 Students 35 Students 14 Students	Reasonable class size (18-25 students) Examine grouping, redistributing students Examine dividing the class or redistributing students ●● Possible class cancellation
Technical Education	20 Students 21-29 Students 30 Students 14 Students	Reasonable class size based on safety and available stations Examine grouping, redistributing students Examine dividing the class ●● Possible class cancellation

●● Each situation shall be discussed with the Director of Instruction and the Superintendent for final decision.

GRADES 9-12

<u>DEPARTMENT</u>	<u>ENROLLMENT</u>	<u>ALTERNATIVE ACTION</u>
Art	24 Students 25-35 Students 14 Students	Reasonable class size (15-24 students)★ Examine grouping, redistributing students ●● Possible class cancellation
Business Education		
General Classes	28 Students	Reasonable class size based on available stations (24-28 students)
Co-op	20 Students 21-25 Students 14 Students	Reasonable class size (15-20 students) Examine grouping, redistributing students ●● Possible class cancellation
Driver Education	24 Students 14 Students	Reasonable class size based on available simulators ●● Possible class cancellation
English		
General Classes	28 Students 29-30 Students	Reasonable class size (25-28 students)★ Examine grouping, redistributing students
Composition and Speech Classes	22 Students 23-28 Students 14 Students	Reasonable class size (20-22 students)★ Examine grouping, redistributing students ●● Possible class cancellation
Family and Consumer Education		
General Classes	24 Students	Reasonable class size based on available stations (20-24 students)★
	25-30 Students	Examine grouping, redistributing students
Lab Classes	24 Students	Reasonable class size based on available stations (20-24 students)★
	25-30 Students	Examine grouping, redistributing students
Co-op	20 Students 21-25 Students 14 Students	Reasonable class size (15-20 students) Redistribute students ●● Possible class cancellation

GRADES 9-12 (cont'd)

<u>DEPARTMENT</u>	<u>ENROLLMENT</u>	<u>ALTERNATIVE ACTION</u>
Foreign Language		
Intro Level Courses	28 Students 29-30 Students	Reasonable class size (25-28 students)★ Examine grouping, redistributing students
Intermediate	25 Students 26-30 Students	Reasonable class size (20-25 students)★ Examine grouping, redistributing students
Upper Level Courses	20 Students 21-25 Students 14 Students	Reasonable class size (18-20 students)★ Examine grouping, redistributing students ●● Possible class cancellation
Mathematics		
General Classes	28 Students 29-30 Students	Reasonable class size (25-28 students)★ Examine grouping, redistributing students
Computer Labs	24 Students 25-28 Students	Reasonable class size based on available stations Examine grouping, redistributing students
Advanced Placement	18 Students 19-25 Students 14 Students	Reasonable class size (15-18 students)★ Examine grouping, redistributing students ●● Possible class cancellation
Music	Unlimited class size 14 Students	●● Possible class cancellation
Physical Education and Health	28 Students 29-32 Students 14 Students	Reasonable class size (20-28 students)★ Examine grouping, redistributing students ●● Possible class cancellation
Science		
General Classes	24 Students 25-30 Students	Reasonable class size based on available stations (22-24 students)★ Examine grouping, redistributing students
Advanced Courses	18 Students 19-24 Students	Reasonable class size (15-18 students)★ Examine grouping, redistributing students
Paced Program	12 Students 13-14 Students 9 Students	Reasonable class size (10-12 students)★ Examine grouping, redistributing students ●● Possible class cancellation
School Within a School		
(Eng., Social Studies)	12 Students 13-14 Students 9 Students	Reasonable class size (10-12 students)★ Examine grouping, redistributing students ●● Possible class cancellation
(Math, Science)	10 Students 11-12 Students 7 Students	Reasonable class size (8-10 students)★ Examine grouping, redistributing students ●● Possible class cancellation

GRADES 9-12 (cont'd)

<u>DEPARTMENT</u>	<u>ENROLLMENT</u>		<u>ALTERNATIVE ACTION</u>
Social Studies			
General Classes	28	Students	Reasonable class size (22-28 students)★
	29-35	Students	Examine grouping, redistributing students
Advanced Placement	18	Students	Reasonable class size (15-18 students)★
	19-25	Students	Examine grouping, redistributing students
	14	Students	●● Possible class cancellation
Technical Education			
General Classes	20	Students	Reasonable class size based on available stations (18-20 students)★
	21-25	Students	Examine grouping, redistributing students
Co-op	20	Students	Reasonable class size (15-20 students)
	21-25	Students	Redistribute students
	14	Students	●● Possible class cancellation
★ Individual situation shall be discussed with the Director of Instruction and the Superintendent when deviation from the identified range shall occur.			
●● Each situation shall be discussed with the Director of Instruction and the Superintendent for final decision.			

APPROVED: February 25, 1991

 REVISED: August 24, 1992
 February 10, 1997
 November 23, 1998
 April 24, 2000
 December 17, 2001

Director of Pupil Services, Todd Lamb, has provided special education caseload information indicating that special education space is not available at any of our schools without exceeding caseload maximums or without an increase in staff. Therefore, special education spaces for Open Enrollment are NOT being recommended at this time.

CROSS CATEGORICAL STAFF/STUDENT RATIO			
SCHOOL	# OF STAFF	# OF STUDENTS	RATIO
AMY BELLE	3	25	1:8
COUNTY LINE	3	37	1:12
MACARTHUR	5	45	1:9
ROCKFIELD	2	20	1:10
KMS	9	107	1:12
GHS	13	136	1:11

01/23/2019

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education **TOPIC:** Additional Summer Courses
FROM: Brenda O'Brien **BOARD MEETING:** January 28, 2019
DATE: January 21, 2019 **AGENDA ITEM:** VII.C.

The proposed additional Summer School Courses for 2019 are as follows.

What's the "Biz" all about?

Two middle school teachers are proposing a course where current 6th, 7th, and 8th grade students will tour area businesses for the purpose of building their awareness of possible career paths.

Course Description: What might you be interested in as a possible career path? What job opportunities exist in Germantown and our surrounding communities? Come explore these questions by visiting and touring a variety of area businesses. Whether you are interested in math, science, manufacturing, arts, fashion, or engineering, we have something planned for everyone. Examples of possible tours include Kohls Corporate, Sprecher, Chr. Hansen, and Kesslers. Taste testing and sampling of food products and sodas might be included! We will discuss recommendations for high school courses that focus on your career interests.

The two teachers are planning to become certified to take their own vehicles as transportation.
Budget: None

Learn to Swim Classes

Sara Unertl and Brenda O'Brien propose to offer *Learn to Swim* courses for school-age students through a partnership with the American Red Cross. The proposal includes training of lifeguards as well as training for Water Safety Instructors (WSI) to teach the different levels of swim classes. These swim lessons will run Monday-Friday for two weeks beginning Monday, July 29 and ending Friday, August 9. Each session offered will be 45 minutes in length. The proposal is to run two sessions, each with a maximum of 25 students and 5 WSI. One session will run 9:00 -9:45 and a second session will run 10:00 - 10:45.

This would be a two-week course that will run outside the traditional four-week summer school session.

Budget: Training for Lifeguards and Water Safety Instructors (WSI) with money coming from the Fund 80: Community Services budget. Although training costs vary, the average cost is about \$300 per participant.

RECOMMENDATION: Approve the additional summer school courses beginning in 2019 as presented.

GERMANTOWN SCHOOL DISTRICT

TO: Board Members

TOPIC: Donations

FROM: Jeff Holmes

BOARD MEETING: January 24, 2019

DATE: January 22, 2019

AGENDA ITEM: VII.D.

Please act on the donation requests described below. The Board of Education should consider acceptance of the donations in accordance with Board Policy 7230 – Gifts, Grants, and Bequests.

1. Accept the donation of \$6572.77 from the MacArthur PTA for the purchase of tables and chairs for the MacArthur art room.
2. Accept the donation of weightlifting belts valued at \$450 from Schieck Sports to the high school Power Lifting Club.
3. Accept the donation of \$500 from the Brady Corporation to the KMS Destination Imagination program.

RECOMMENDATION: Thank the donors for their generosity and approve the donations as listed.

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education **TOPIC:** Mud Slash Event – Facility Use
Fee Waiver Request

FROM: Ric Ericksen **BOARD MEETING:** January 28, 2019

DATE: January 22, 2019 **AGENDA ITEM:** VII.E.

Recommendation to the Board of Education:

Pending discussions. However, administration generally supports the request.

Background/Attachment(s):

In December 2018 the Board of Education modified/adopted a new facility use policy and fee schedule. The new policy requires the board to approve all fee waivers requested by outside groups.

The Germantown Scholarship Foundation who runs the mud splash event is asking for a fee wavier for the June 15, 2019 event.

Attachment(s):

Application, waiver request, cert of insurance, event map.



CERTIFICATE OF LIABILITY INSURANCE

GERMCOM-01

MCKE

DATE (MM/DD/YYYY)

4/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Wisconsin, Inc. 122 E. College Avenue P.O. Box 877 Appleton, WI 54912-0877	CONTACT NAME: Kelly McEvoy	FAX (A/C, No): 414-475-0559	
	PHONE (A/C, No, Ext): 262-780-3351	E-MAIL ADDRESS: Kelly.McEvoy@willis.com	
INSURED Germantown Community Scholarship Fund W180N11501 River Lane Germantown, WI 53022	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: SECURA Supreme Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CP3203160	3/1/2015	3/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ Excluded
						PERSONAL & ADV INJURY \$ Excluded
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (PER ACCIDENT) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Mini Mudder Event Sunday June 28, 2015 at Germantown High School. Germantown, Wisconsin.

CERTIFICATE HOLDER**CANCELLATION**

Germantown School District
N104W13840 Donges Bay Road
Germantown, WI 53022-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Germantown School District

Facility Request Form

All requests must be received 30 days prior to the requested date of your event

A) Date of Application: 11/7/18

B) Name of Individual/Organization: Germantown Scholarship

C) Name of Contact Person (List only one person):

Dani Yegge

☐ Check if you or your organization is incorporated as any of the following: C-corp; S-Corp, LLC or considered a sole proprietorship.

☐ School or District Funded Event

☒ Check if you are a registered 501(c)3 Tax Exempt Organization

C1) Complete Address of Contact Person:

W164N11124 Kings Way

C2) Phone Number of Contact Person:

2624426984

C3) E-mail Address:

dyege@Lucidhearing.com

C4) Name of Person In Charge (if different than above, list only one):

D) Purpose of Organization/Event:

Mudsplash 2019

D1) Check all that apply

☐ We charge a membership/participation fee

☐ We charge an entry fee

☐ We do not charge a membership/participation fee

☐ We do not charge an entry fee

E1) Facility (s) Being Requested

Check all that apply

☐ Amy Belle

☐ County Line

☐ MacArthur

☐ Rockfield

☐ KMS

☒ GHS

E2) Area(s) Being Requested

Check all that apply

☐ Classroom

☐ Library

☒ Fields

☐ Gym

☐ KMS -Gold Gym

☐ KMS -Blue Gym

☐ GHS -Main Gym

☐ GHS -Upper Auxiliary

☐ GHS -Lower Auxiliary

Will need
area by tennis
courts - soccer fields
back parking lot.

E3) Dates Requested from:

11/5/19

Dates Requested to:

E4) Time Requested from:

6am

Time Requested to:

1pm

E5) Highest Expected Number of
Participants plus spectators at peak:

500

E7) Doors that will be programmed:

na

E6) Do you need doors unlocked, if so which
doors would you prefer? List door #

no

E8) AV Equipment Needed (podium, microphone,
DVD, VCR, etc.):

microphone, trash cans

E9) Food Service Equipment and/or Areas Needed (serving line, freezer, sinks):
(requires additional approval and/or fees)

na

E9) Event set up requirements:

No Set up requirements except trash
cans available - just need grass area
and field space

F) Certificate of Liability
Attached:

attached
to email

☐ Tables Needed

How many Tables:

0

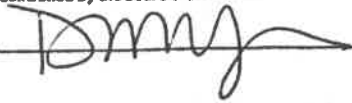
☐ Chairs Needed

How many Chairs:

0

G) Agreement

The undersigned applicant or organization agrees by all policies, rules and regulations of the School District governing the use of building and grounds as a consideration for being permitted to use the school facilities and equipment, and that the rules are obeyed and carried out; to assume responsibility for and make good on any damages what-so-ever resulting from use and further agrees to hold the Board of Education and its officers, agents, and employees free and harmless on any account from any claims arising out of the use of the school facilities controlled by the Board of Education.

Signature 

Date Signed 11-7-18

INSTRUCTIONS

When to use: This form must be completed by individual or group when applying for any facility or site use.

How to use: Every box must be filled in and every question must be answered or the form will NOT be processed. Follow the attached flow chart to determine your "designation". Print the form and sign. Submit to facility being requested or business office. (please send in typed version)

Do Not Write Below this Line — Germantown School District Facility Services Use Only

Schedule ID #

Category Assignment:

Priority Group 1:

Priority Group 2-6

☐ Charges will be assessed

☐ Forwarded to Comptroller

Total Charges as per Attached Fee Structure Sheet:

☐ Charges ~~will not~~ be assessed

Principal's Signature:

Date Signed

Food Service Signature:

Date Signed

Facility Services Signature:

Date Signed

District Admin. Signature:

Date Signed

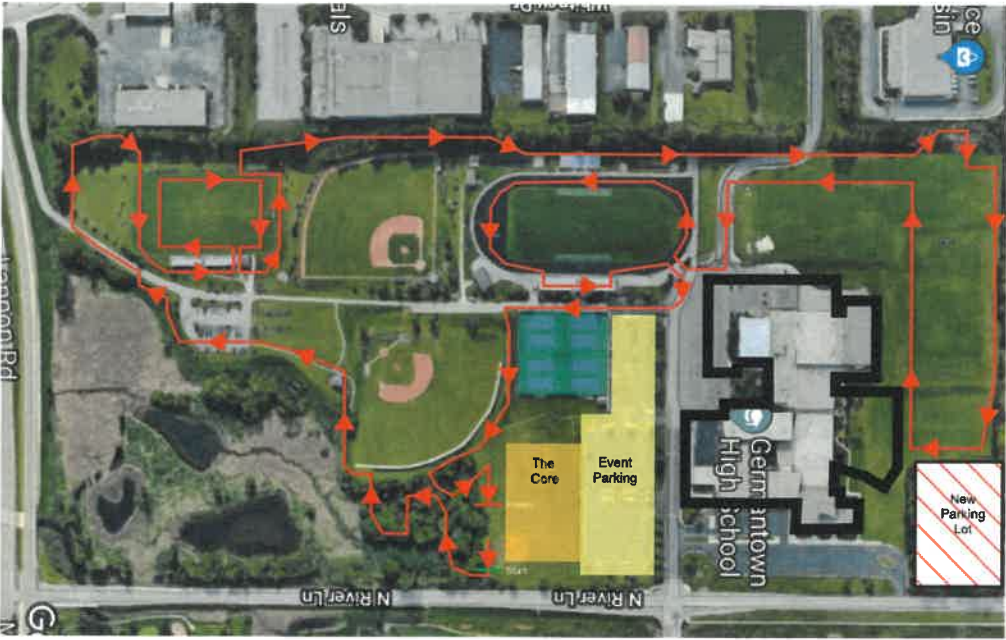
Facility Use Fee Waiver Request:

January 14,2019

The Germantown Community Scholarship Fund's Mud Splash event has raised over \$22K in the 3 years of hosting the event. These dollars have gone directly back into the schools by way of teacher grants. We have given out 31 grants directly to the teachers in the Germantown School District. Our organization is committed to supporting both GHS students and Germantown School District Teachers.

We are requesting that the fee to utilize the grounds at GHS be waived for our event on June 15th. We will be utilizing only outdoor parking and field space. We committee, board members and community volunteers will take care of all set up, event management and clean up from the event. We partner with David r Frank in addition to our wonderful volunteers to ensure we leave the GHS grounds cleaner than we started. The committee has only received positive feedback from HS Administration & Maintenance in reference to our presence & usage of the high school property

Attached to this request is the map of our route and area usage in addition to the facility request.



GERMANTOWN SCHOOL DISTRICT

TO: Board of Education

TOPIC: PTAs Fee Waiver

FROM: Jeff Holmes

BOARD MEETING: January 28, 2019

DATE: January 25, 2019

AGENDA ITEM: VII.F.

Based upon inquiries from various PTAs within Germantown School District, it was determined that the District should proactively establish a universal fee waiver for the respective PTAs in each of our buildings to streamline the process in regard to acquisition of fee waivers. Given the PTAs' universal purpose and history for providing much needed funding and resources to our District, which is greatly appreciated, we would like to propose that the Board of Education provide a fee waiver for the remainder of the 2018-19 school year and the upcoming 2019-20 school year for the PTAs to conduct their regular business proceedings in the respective school buildings with the caveat that any PTA "sponsored" events that involve any third-party vendors must be reviewed by the Business Office to make a determination regarding whether that event falls under the fee waiver umbrella or not.

RECOMMENDATION: Allow all Parent Teacher Associations (PTAs) within the Germantown School District a fee waiver for facility use in order to conduct their regular business for the remainder of the 2018-19 school year and for the 2019-20 school year to be followed with an annual review with potential renewal thereafter.

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education **TOPIC:** Pom Pons State Competition
FROM: Sara Unertl, Activities Director **BOARD MEETING:** January 28, 2019
 Joel Farren, GHS Principal
DATE: January 24, 2019 **AGENDA ITEM:** VII.G.

The Germantown High School Pom and Dance Team students and advisor Chelsea Lovell, have requested a one-night overnight stay for all twenty-three of the Pom and Dance team members, as well as their advisor, **if they qualify** for the State Competition in La Crosse, Wisconsin. The competition will be held on Saturday, February 2, 2019 at the LaCrosse Center. All trip costs will be paid through club funds per attached request form.

RECOMMENDATION: Approve the overnight travel request for the high school Pom and Dance team and advisor Chelsea Lovell, to travel to LaCrosse, WI February 2, 2019 to attend the WACPC State Dance Competition, with all costs paid through club funds.

GERMANTOWN HIGH SCHOOL

OVERNIGHT FIELD TRIP REQUEST FORM

Name of Person Completing this Form:

Chelsea Lovell

Explanation of Field Trip:

WACPC State Dance Competition-LaCrosse, WI

Date Submitted to Building Principal:

1/21/2019

Date Submitted to Superintendent's Office:

Location of Field Trip (Be Specific):

LaCrosse, WI

Number of Students on Field Trip: 23

Date(s) of Field Trip:

02/02/19-02/03/19

Number of Advisors on Field Trip: 1

BREAKDOWN OF FIELD TRIP COSTS FOR STUDENT AND FOR ADVISOR

	FOR STUDENTS		FOR ADVISORS	
	Board Funding Portion	Athletics Funding Portion	Board Funding Portion	Athletics Funding Portion
Registration	\$ -	\$ 460.00	\$ -	\$ -
Transportation	\$ -	\$ 900.00	\$ -	\$ -
Lodging	\$ -	\$ 750.00	\$ -	\$ -
Meals	\$ -	\$ 1,058.00	\$ -	\$ 46.00
Other (please list)	\$ -	\$ -	\$ -	\$ -
bus driver hotel	\$ -		\$ -	\$ 125.00
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Cost	\$ -	\$ 3,168.00	\$ -	\$ 171.00
Total Students or Advisors from Above	23	23	1	1
Cost Per Student or Advisor	\$ -	\$ 137.74	\$ -	\$ 171.00
Grand Total Cost	\$ 3,339.00			

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education **TOPIC:** Cheerleading State and Regionals Competition

FROM: Sara Unertl, Activities Director **BOARD MEETING:** January 28, 2019
Joel Farren, GHS Principal

DATE: January 24, 2019 **AGENDA ITEM:** VII.H.

The Germantown High School Cheerleading Team and two advisors have submitted an overnight travel request for sixteen team members and two advisors, Veronica Rudychev and Caity Krieg, to attend the WACPC State Competition February 28 – March 2, 2019 in LaCrosse, WI.

All trip costs will be paid through club funds as outlined in the attached trip request form.

RECOMMENDATION: Approve the overnight travel request for 16 Cheer Team members and two advisors to travel to LaCrosse, WI February 28 – March 2, 2019 to attend the WACPC State Competition with all costs paid through club funds.

GERMANTOWN HIGH SCHOOL

OVERNIGHT FIELD TRIP REQUEST FORM

Name of Person Completing this Form:

Veronica Rudychew

Explanation of Field Trip:

Cheerleading Regionals and State

Date Submitted to Building Principal: 01.08.19

Date Submitted to Superintendent's Office:

Location of Field Trip (Be Specific):

La Crosse Civic Center

300 Harborview Plaza, La Crosse, WI

Number of Students on Field Trip: 16

Date(s) of Field Trip:

February 28 thru March 2, 2019

Number of Advisors on Field Trip: 2

BREAKDOWN OF FIELD TRIP COSTS FOR STUDENT AND FOR ADVISOR

	FOR STUDENTS		FOR ADVISORS	
	Board Funding Portion	Club Funding Portion	Board Funding Portion	Club Funding Portion
Registration	\$ -	\$ 420.00	\$ -	\$ -
Transportation	\$ -	\$ 900.00	\$ -	\$ -
Lodging	\$ -	\$ 500.00	\$ -	\$ 125.00
Meals	\$ -	\$ 736.00	\$ -	\$ 92.00
Other (please list)	\$ -		\$ -	\$ -
bus driver hotel	\$ -		\$ -	\$ 125.00
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Cost	\$ -	\$ 2,556.00	\$ -	\$ 342.00
Total Students or Advisors from Above	16	16	2	2
Cost Per Student or Advisor	\$ -	\$ 159.75	\$ -	\$ 171.00
Grand Total Cost	\$ 2,898.00			

GERMANTOWN SCHOOL DISTRICT

TO: Board of Education

TOPIC: Revised IGA

FROM: Jeff Holmes

BOARD MEETING: January 28, 2019

DATE: January 25, 2019

AGENDA ITEM: VII. I.

At their January 14, 2019 meeting, the Board approved the major components of the Intergovernmental Agreement (IGA) in regards to fee structure. During the week following that initial approval, Germantown School Board Member and Village Parks & Recreation Commission Member Ray Borden and others brought forward information regarding three aspects of the Village's programming that needed further consideration to better capture the purposes for that programming and how fees are determined. As a result, revisions were made that address those aspects identified - 1) Tennis Courts; 2) Early Childhood programming and; 3) equal footing for the Village when programming is comparable to other Priority 3 groups. Please see the attached draft IGA revision for Germantown School District Board of Education consideration.

RECOMMENDATION: Approve the revision as presented.

**FACILITY USAGE AGREEMENT
BETWEEN THE VILLAGE OF GERMANTOWN
AND THE
GERMANTOWN SCHOOL DISTRICT**

The Village of Germantown (“the Village”), a Wisconsin Municipal Corporation represented by its Village Board of Trustees (“Village Board”) and the Germantown School District (“the District”), a Wisconsin Public School District represented by the authority of the Germantown School District Board of Education (“School Board”), collectively referred to as “the Parties”, hereby enter into an Intergovernmental Agreement to serve their common interests and that of the community pursuant to the authority provided for in Section 66.0301, Wis. Stats., as set forth below.

WHEREAS, the Village operates several community programs for its residents and the District school buildings and school grounds contain facilities (the “Facilities”) suitable for use as sites for many of these Village programs;

WHEREAS, the parties have previously been party to an Intergovernmental Agreement for the shared use of District facilities, the most recent of which expired on August 31, 2018 and the Parties wish to renew that relationship;

NOW, THEREFORE, in consideration of the mutual obligations and promises set forth in this Agreement, the Parties agree as follows:

1. **Purpose:** The Village may make reasonable use of the Facilities for its educational and recreational programming in such a manner and under such time terms as described in this Agreement. All programming shall be lawful, consistent with the legal obligations and limitations applicable to either governmental entity, including but not limited to the maintenance of safety and security in school facilities, respect for constitutional obligations of each Party, and consistent with the District’s established rules and regulations governing the use of its Facilities for, among other purposes, compliance with insurance requirements.
2. **Right of Usage:** The Village is permitted nonexclusive use of the Facilities for its programming needs. Given the nature of the programming, the volume of usage it involves, the recurring nature of said programs, and the Parties interest in avoiding conflicts with other Facilities usage requests, the Village shall communicate its Facilities needs to the District for each period of programming at the earliest possible time after such programming schedule is established and the Village has engaged in efforts to communicate programs to the public, but in no event later than the following dates:
 - a. For Programming that takes place during the school year (August 25 through June 15) By June 30
 - b. For programming during the Summer By April 1

The Village's schedule of activities and events presented to the District under this section shall include (a) start date/end date of the program/event; (b) a brief description of the program/event; (c) the Facilities required for the program/event; (d) the approximate number of hours the program/event will require Facilities during the duration period of the program/event identified by the Village. The District shall notify the Village within 5 business days of its receipt of a schedule of any known conflicts for Facilities usage requests and the Parties shall work in good faith together to identify suitable alternatives if appropriate.

3. **Compliance with Policies:** The Village acknowledges that the Facilities are governed by District policies enacted by the School Board and amended by the School Board from time to time. Such policies are available at the District's website or by request from District officials. The Village is responsible for compliance with those policies, except as provided herein to the extent the terms of the Agreement are in conflict with policy.
4. **Term of Agreement:** This Agreement shall commence with the beginning of Programs scheduled by the Village to begin on or after May 15, 2019. This Agreement shall continue for a period of two (2) years through the conclusion of the Summer programs of the Summer of 2021.

All programs currently operating or that will start prior to that date shall be governed by the terms of the Parties agreement which expired August 31, 2018, but which has continued to be and shall continue to be the Agreement governing the Parties relationship relative to the subject matter herein until such time as this Agreement takes effect.

5. **Fees Associated with Programming and Usage:** This Agreement shall govern the payment and assessment of facilities and program fees pertaining to the Village programming which will utilize the Facilities and shall first apply to programs that begin on or after May 15, 2019. All fee rates based on District policy fee schedule for Priority 4 users. The current fee schedule is attached hereto as **Addendum B**, and may be adjusted no more frequently than annually by the Board.

- a. **Standard Usage Fees:** The Village shall be permitted to use the Facilities as otherwise described in this agreement and District policy, at a rate of 75% of the applicable published rate for the particular room per hour.
- b. **Facilities fee for Village Kids Klub programs, including the school year and summer programs.** The Village shall be charged a fee based on the applicable board approved fee schedule, with the following discounts:

<i>Programs beginning on or after May 15, 2019 but before May 15, 2020</i>	At a rate of 50% of the applicable hourly rate under the Fee Schedule

*Programs beginning on or after May
15, 2020*

At a rate of 75% of the applicable
hourly rate under the Fee Schedule

- c. Program Fees: The Village may set participant or user fees for its programs as it deems appropriate. Nothing in this Agreement shall restrict or otherwise govern the manner in which such fees are established, except that the Village agrees to permit all School District residents the right to participate in programs governed by this Agreement at the same rate as Village of Germantown residents.
 - d. Excluded Facilities: Any facility subject to state or federal grant-based or other limitations regarding the District's authority to assess a user fee shall be subject to the fees described herein only to the extent permissible by such limitations. All other provisions of this Agreement shall apply. At the time of the execution of this Agreement, this provision applies to the District's tennis courts constructed with Federal Land & Water Conservation Fund grant monies.
 - e. Fee Waivers: The Board may grant a fee waiver or fee reduction for programs directly related to school services.
 - f. Assessed Fee Parity: If another organization uses District facilities for a program comparable to one offered by the Village, the District will not assess the Village a higher fee than that assessed to the other organization.
6. **Capital Fund**: The Village has maintained a non-lapsing facilities fund for use in funding capital improvements of the Facilities. The most recent accounting of the funds in that account as determined by Village records, is attached as **Addendum A**. All such funds shall be transferred to the District within 30 days of execution of this Agreement. The District shall utilize said funds to pay for planned and appropriate improvements or repairs to the Facilities. No further such fund shall be maintained by the Village and no additional contribution to any Facilities capital funds shall be required of the Village.
7. **Schedule of Payments**: The Village shall remit payment to the District no more than 30 days following the end of each program or activity that used the Facilities for the number of hours and the Facility used for the program or activity. For programs that are ongoing programs throughout the school year, payment shall be remitted within 30 days of the conclusion of each term (semester or summer) of the school calendar.
8. **Tracking of Hours of Usage**: The Village shall track the number of hours of Facilities usage by the Village for each program and shall, as soon as practicable, inform the District of any discrepancy between the anticipated number of hours of usage in the initial schedule provided to the District as described in Section 2, above.
9. **Facilities Security Measures**: The Village shall comply with all security measures put in place by the District to control and monitor access to school Facilities as per Board

policy. The District Administration shall coordinate with Village representatives to develop procedures for Village programming to assure compliance with such security and/or safety measures. Such measures may include Facilities access screening, background checks, limited building access points, mandatory check-in/check-out procedures, or other such measures implemented by the District.

10. **Insurance:** The Village shall maintain fire and extended liability insurance, and other risk insurance as required by Village policy or School Board policy and shall provide the District with a certificate of insurance showing the level of coverage and expressly providing the Village with coverage for occurrences in the course of Village programs/events using the Facilities.
11. **Maintenance, Repairs, Damage:** The District shall maintain the facilities consistent with its own standards of maintenance. The Village shall record the condition of the Facilities being used prior to each period of usage and report any damage or excessive wear and tear observed, whether prior to usage or in the course of its usage, as soon as practicable to do so. The Village shall return the Facilities in the same condition it found them, subject to normal wear and tear associated with the permissible activity, including without limitation the clean-up of any activity, the collection and disposal of all waste generated by or due to the activity, and the return of any equipment or furniture to its position prior to the Village's use. The Village shall notify the District immediately in the event the Village becomes aware of any equipment or furniture that is in need of repair/replacement or is unsafe.
12. **Damage, Destruction, Force Majeure:** In the event any of the Facilities shall be damaged, destroyed, or otherwise unusable, in whole or part, due to fire, natural disaster, or other force outside the control of the District, the District may either cancel the permitted usage of the program/event scheduled for the affected space; or may provide suitable alternative facilities. The District will promptly determine whether and if so on what schedule, any such damaged Facilities will be repaired and returned to service. The District shall not be responsible for any damages to the Village or to its users for the loss of suitable Facilities under this paragraph.
13. **Termination:** Either party may terminate this agreement upon the breach of the other provided that the non-breaching party provides a notice of the breach and at least 30 days to cure the breach. If after 30 days either the breach is not cured or the breaching party has not made good faith efforts to cure the breach, the non-breaching party may immediately terminate the Agreement. If the breaching party is making good faith efforts to remedy the breach, but has not done so after 30 days-notice, the non-breaching party may terminate this agreement on a date certain by providing a notice of termination no fewer than 30 days from the stated date of termination.

If no agreement extending the Term of this Agreement has been reached by its expiration, the Parties shall continue to operate under the Terms as exist at the time of expiration until such time as either, one Party gives notice to the other of its intent to cancel the

Agreement, in which case, the District shall provide the Village with the fee schedule provisions of this Agreement for any programs/events that have already been scheduled and for which public communication or registration has already begun.

14. **Indemnification.** The School District and the Village each agree to defend, indemnify, and hold harmless the other parties' employees, officers, directors, agents, and authorized representatives from and against any and all claims, demands, suits, losses, damages, expenses, obligations, judgments, or other forms of liability to third parties, actual or claimed arising out of (i) the indemnifying party's breach of its representations, warranties, and agreements herein; (ii) any injury to property or persons occurring or allegedly occurring in connection with the negligence or intentionally wrongful act or omission of the indemnifying party or its employees, officers, directors, contractors, and authorized representatives or guests, invitees of any kind with respect to the Facilities; or (iii) any damage or harm to the Facilities, the School District's land, buildings, parking lots, sidewalks or to third parties as a result of the indemnifying party or of the Village's Users use of the Facilities.
15. **Assignment.** The School District shall have the right at any time during the Term to sell or convey the Facilities, or to assign its rights, title and interest under this Agreement in whole or in part. In the event of any such sale or assignment, the School District shall be relieved from and after the date of such transfer or assignment of any further obligations under this Agreement as to such Facilities, except as to those which have arisen prior to such assignment or transfer.
16. **Relationship of Parties.** This agreement does not create the relationship of principal and agent, or of partnership or joint venture, or of any association or relationship between the parties, including as to any program or event which uses the Facilities under the terms of this Agreement.
17. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. This Agreement shall be deemed to amend and restate any prior written agreements relating to the Facilities. This Agreement shall not be modified, amended, or supplemented in any manner, except by an instrument in writing executed by the Parties.
18. **Notices.** All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given when sent via certified mail or hand delivered and addressed to and delivered to the following:

If to the Village:

Village of Germantown
Attn: Village Administrator

**Intergovernmental Agreement
Village of Germantown
Facilities Usage**

N112 W17001 Mequon Road
Germantown, WI 53022-0337

If to the School District:

Germantown School District
District Administrative Offices
Attn: District Administrator
N104 W13840 Donges Bay Road
Germantown, WI 53022-4499

Other forms of communication may constitute notice provided that the designated recipient of such notice actually receives said notice, which shall be determined by affirmative acknowledgement. Such notice may include by e-mail, fax, courier, or other such method.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Wisconsin, without giving effect to any choice or conflict of law provision or rule.
20. **Waivers.** No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warrant or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
21. **Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
22. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
23. **Force Majeure.** If either party is prevented from carrying out its obligations under this Agreement by events beyond its reasonable control, including acts or omissions of the other party, acts of God or of government not a party to this Agreement, natural disasters or storms, fire, act of terrorism, explosion, riot, war, political strike, labor disputes, failure or delay of third party transportation, or the availability of raw materials, then such party's performance of its obligations hereunder shall be excused during the period of such event and the time for performance of such obligations shall be automatically extended by the same period.

**Intergovernmental Agreement
Village of Germantown
Facilities Usage**

Signature page Follows This Page

**Intergovernmental Agreement
Village of Germantown
Facilities Usage**

IN WITNESS WHEREOF, the Village and School District have entered into this Agreement as of the date set forth above.

VILLAGE OF GERMANTOWN

GERMANTOWN SCHOOL DISTRICT

Village President

President

Village Clerk (Attest)

Clerk (Attest)

Park & Recreation Director

Superintendent

Park & Recreation Commission Chair

**Addendum A
Non-Lapsing Fund Accounting**

**Addendum B
Current Fee Schedule**